REMARKS

Claims 1-68 are pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 102(e) Rejection:

The Office Action rejected claims 1-68 under 35 U.S.C. § 102(e) as being anticipated by Colvin (U.S. Patent 6,044,471). Applicants respectfully traverse the rejection of claims 1-68 for at least the reasons given below.

Regarding claim 1, Colvin fails to anticipate a method for managing resources provided for clients by services in a distributed computing environment including a client sending a service request message in a data representation language referencing a resource provided by a service, wherein the service request message includes a credential obtained by the client and specifies a first requested lease period. In contrast, Colvin teaches a method for securing software involving associating a series of passwords with a software product and periodically requiring a new password to allow the software to remain operational. New or updated passwords can be obtained manually by a user through traditional communication means, such as the telephone or via email. The user then enters the acquired password in the software. Alternatively, the software program can automatically download a new password. (See, Colvin, Abstract, FIGs. 2 and 3, column 2, lines 44-62, column 4, lines 33-54, and column 7, lines 31-57). In general, the teachings of Colvin have very little relevance to Applicants' claimed invention.

Colvin fails to teach a client sending a service request message in a data representational language. A data representation language is a particular type of language as is understood in the art. Nowhere does Colvin mention anything regarding either a service request message or a data representation language. Instead, Colvin teaches a manual procedure for obtaining new passwords in which a user contacts a password administrator through conventional communication means, such as email,

regular mail, telephone, automated voice response system, web browser, direct modem transfer, or the like. Colvin further teaches that passwords may be downloaded automatically via "similar methods or means to communicate the information but is performed without user intervention" (Colvin, column 4, lines 45-54). The Examiner again cites column 5, lines 13-35, described above. Colvin does not mention sending a service request message in a data representation language. In short, Colvin is only concerned with obtaining a password and is not concerned with obtaining lease access or about sending a service request message in a data representational language.

Colvin also fails to disclose wherein the service request message includes the credential. Instead, Colvin teaches that after the secure software program obtains a new, updated password from a password administrator, the new password authorizes the software to execute for an additional, predetermined, operational period (See, Colvin, column 5, lines 40-56). Colvin does not teach anything regarding the user or the secure software sending a service request message including the password. Furthermore, any message used by the password administrator to deliver the password to the user (or user's software) does not anticipate a client sending a service request message that includes the credential because the password delivery message would not be sent by a client that has obtained the password in the first place. As shown above, Colvin is not concerned with sending service request messages, but instead is only concerned about periodically requiring new passwords for secure software products. Nowhere does Colvin mention a client sending a service request message that includes the password obtained from the password administrator.

Colvin additionally fails to teach a service request message that specifies a requested lease period. Instead, Colvin teaches that the password authorizes the software to execute for a *predetermined* period. Colvin also teaches that the predetermined period "may vary based on the particular authorized user, the cost of the software, the number of estimated unauthorized copies, etc" (Colvin, column 5, lines 24-29). Thus, rather than using a service request message specifying a requested lease period, Colvin teaches the use of predetermined periods based on the type of user or type of software. Colvin does

not mention a requested period specified in a service request message. Colvin does not even mention a user specifying a requested operation period when obtaining a new password. Instead, Colvin described how the password administrator determines the operational period associated with each new password. (See, Colvin, column 5, lines 36-49).

Thus, Colvin does not teach any message that 1) references the resource, 2) includes the credential, and 3) specifies a first requested lease period. Instead, Colvin teaches only a method for a user, or the user's software product, to download new or passwords that allow the software product to become or remain operational.

In further regard to claim 1, Colvin does not teach the service receiving the service request message that 1) references the resource, 2) includes the credential, and 3) specifies a first requested lease period. The Examiner cites column 5, lines 13-35, described above. As noted above, Colvin fails to teach a client sending a service request message. Furthermore, Colvin's system does not include any sort of system that receives such a service request message. Colvin system includes only a user, or the user's software, downloading password to enable the software to remain operational. Colvin's system has no need for any service receiving service request messages. The only things in Colvin's system that receive messages are the user's software and the password administrator machine. However, the only communication Colvin teaches between these two devices is when passwords are downloaded. (See, Colvin, column 7, lines 7-57). Nothing in Colvin's system can be considered a service receiving a service request message.

Applicants respectfully remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. See, *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must be shown in as complete detail as is contained in the claims. See, *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

As shown above, Colvin fails to disclose all the limitations recited in Applicants' claim 1. Thus, Colvin clearly does not anticipate claim 1. Thus, the rejection of claim 1 is not supported by the prior art and removal thereof is respectfully requested. Arguments similar to those above regarding claim 1, also apply to claims 37 and 54.

Regarding claim 25, Colvin does not anticipate a method for managing resources provided by services in a distributed computing environment including receiving from a client a service request message in a data representation language referencing a resource provided by a service, wherein the service request message specifies a first requested lease period and includes a credential for allowing the client lease access to resources provided by the service. In contrast, Colvin teaches a method for associating a series of passwords with a secure software product and periodically requiring a new password to allow the software to remain operational. As described above regarding claim 1, Colvin teaches a manual and an automatic mode for updating passwords.

The Examiner cites column 5, lines 13-35 of Colvin. However, nowhere in the Examiner's cited portion, or elsewhere, does Colvin describe receiving from a client a service request message in a data representation language. As described above regarding claim 1, Colvin does not mention anything regarding messages in *a data representation language* and the Examiner has failed to provide any explanation regarding his assertion that Colvin does. Furthermore, as noted above regarding claim 1, Colvin clearly does not describe *a service request message* in a data representation language.

Colvin further fails to teach wherein the service request message specifies a first requested lease period. Colvin does not teach a method or system that includes a service that can receive a service request message. Colvin's secure software does not send a service request message that includes a requested lease period. Furthermore, Colvin's system does not allow for the user or secure software to specify a requested operational period for a new password. Instead, Colvin teaches that the password administrator determines the operational period associated with each password, as noted above

regarding claim 1. Furthermore, even if Colvin's system did allow a user the specify a requested operational period for a new password, which it doesn't, the requested operational period would not be specified in a service request message as recited in claim 25.

Colvin also does not disclose wherein the service request message includes a credential for allowing the client lease access to resources provided by the service. Instead, as argued above regarding claim 1, Colvin teaches that the secure software obtains a new, updated password from a password administrator and that the new password authorizes the software to execute for an additional operational period (See, Colvin, column 5, lines 40-56). Nowhere does Colvin mention a client sending a service request message that includes the password obtained from the password administrator.

For at least the reasons presented above the rejection of claim 25 is not supported by the prior art and removal thereof is respectfully requested. Similar arguments to those above regarding claim 25, also apply to claims 45 and 61.

Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the independent claims have been shown to be patentably distinct, a further discussion of the dependent claims is not required at this time.

CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-70000/RCK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard

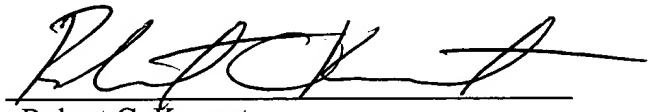
☐ Petition for Extension of Time

☐ Notice of Change of Address

☐ Fee Authorization Form authorizing a deposit account debit in the amount of $ for fees ( ).

☐ Other:

Respectfully submitted,



Robert C. Kowert
Reg. No. 39,255
ATTORNEY FOR APPLICANT(S)

Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
Phone: (512) 853-8850

Date: December 22, 2004